

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Appl. No.	: 09/632,774	Confirmation No.	2126
First Named Inventor	: Haituka		
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Examiner	: Nguyen, Tri V		
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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REPLY BRIEF UNDER 37 C.F.R. § 41.41**

Dear Sir:

The following Reply Brief is submitted for consideration by the Board of Appeals and Interferences in response to the Examiner's Answer mailed November 20, 2007 and in support of the Appeal Brief dated October 8, 2007.

## **ARGUMENT**

The Examiner's Answer provides an untenable approach to the claims. The Examiner asserts that a feature from Angles, augmented with a feature from Filepp with a further feature from Pegoraro or Mandel or Hasset renders the claims obvious. This combination of features is not suggested by the cited references and is created wholly from improper hindsight. This untenable nature of the Examiner's assertions is made clear by the assertion that the browser of Angles teaches the claimed client application. This assertion is made even though the claims recite both a client application and a browser.

The following arguments directly address assertions made in the Examiner's Answer. The following addresses claim 1. The arguments are equally applicable to the Examiner's arguments regarding claims 7, 11, 15 and 21.

### **A. Summary**

Claim 1 recites a client application with the following features: "commencing an initial online session with the online service provider to gain access to the Internet", "displaying a sponsorship label on the client window", "operating independently of an Internet browser and operating concurrently with the Internet browser", and "remaining fully visible so long as the online session with the online service provider persists". The piecemeal approach taken by the Examiner shows the improper use of hindsight in an attempt to create a client application having the claimed functionality.

### **B. First Argument Regarding "Commencing an Initial Online Session"**

#### **1. Examiner's Assertion at p. 9, lines 20-24**

The Examiner asserts that the initial connection of Angles at col. 9, lines 61-64 is commensurate to the claimed client application commencing an initial online session. This portion of Angles merely states that "When a consumer desires to access information available on the

Internet 33 via an Internet provider 34, the consumer initiates a connection with the Internet provider 34 from his or her consumer computer 12”.

**2. Applicant’s Rebuttal to Examiner’s Assertion at p. 9, lines 20-24**

The cited portion of Angles does not teach or suggest “commencing an initial online session with the online service provider to gain access to the Internet” as recited in claim 1. The cited portion only states that “the consumer initiates a connection with the Internet provider 34 from his or her consumer computer 12”. This portion of Angles does not explain how the “consumer directs the consumer computer 12 to communicate with the content provider computer 14” or how “the consumer initiates a connection with the Internet provider 34 from his or her consumer computer 12 (Angles, col. 7, lines 53-57; col. 9, lines 61-64) As such, this argument fails to show that Angles teaches or suggests a client application “commencing an initial online session with the online service provider to gain access to the Internet” as recited in claim 1.

**C. Second Argument Regarding “Commencing an Initial Online Session”**

**1. Examiner’s Assertion at p. 9, line 24 – p. 10, line 8**

The Examiner asserts that a client application “commencing an initial online session with the online service provider to gain access to the Internet” is taught by the disclosure that “the consumer invokes a browser which executes on the consumer computer 12. The browser, in turn, establishes a communication link directly with the Internet 33 or with the Internet provider 34 via a communications link”.

**2. Applicant’s Rebuttal to Examiner’s Assertion at p. 9, line 24 – p. 10, line 8**

In addition to reciting a client application “commencing an initial online session with the online service provider to gain access to the Internet”, Claim 1 also recites a client application “operating independently of an Internet browser and operating concurrently with the Internet browser”.

We agree that Angles describes a web browser that “establishes a communication link directly with the Internet 33 or with the Internet provider 34 via a communications link”. However, the Internet web browser of Angles is not the same and does not teach or suggest a client application as claimed. This is particularly so in view of the fact that the claim recites both a client application that performs certain actions and a browser. The “browser” of Angles cannot teach or suggest the claimed “client application” because the “browser” of Angles merely teaches the “browser” recited in the claim. The browser of Angles cannot teach both the claimed browser and client application because the claim recites a client application “commencing an initial online session with the online service provider to gain access to the Internet” and “operating independently of an Internet browser and operating concurrently with the Internet browser”. The Examiner’s Answer, like the Final Office Action, continues to confuse these two limitations.

#### **D. Argument Regarding “Sponsorship Label”**

##### **1. Assertion at p. 10, lines 8-21**

The Examiner states that Filepp teaches advertisements in the form of hyperlinks and then concludes that “it would have been obvious to [a] skilled artisan at the time of the invention to have a sponsorship label and advertisement displayed on the screen”. (Ex. Answer, p. 10, lines 17-18)

##### **2. Applicant’s Rebuttal to Examiner’s Assertion at p. 10, lines 8-21**

Claim 1 recites a client application “displaying a sponsorship label on the client window by referring to the resource locator associated with the sponsorship label to be displayed, the sponsorship label comprising a hypertext link, wherein, when the user clicks on the sponsorship label, the client application causes the local device to access the resource locator associated with a click-through of the sponsorship label” as recited in claim 1. Nothing in Angles teaches or suggests the entirety of this limitation.

First, the statement that “it would have been obvious ... to have a sponsorship label and advertisement displayed on the screen” (Ex. Answer, p. 10, lines 17-18) wholly misses the mark.

The limitation as claimed relates to a client window of a client application. That an advertisement can be displayed on a screen is not at all relevant.

Second, the cited portions of Angles refer to the functionality of a consumer computer that receives a web page with an advertisement in it. (Angles, col. 7, lines 53-60 and col. 19, line 17 – col. 20, line 27 ) That advertisements may be displayed in a web page on a computer is too general to be pertinent. There is nothing in Angles that teaches a client application displaying a sponsorship label as claimed.

Yes, Angles teaches a browser that displays advertisements, however, there is nothing in Angles that teaches or suggests a client application having the claimed features. Angles does not teach or suggest a client application “commencing an initial online session with the online service provider to gain access to the Internet”, “displaying a sponsorship label on the client window”, and “operating independently of an Internet browser and operating concurrently with the Internet browser” as recited in claim 1.

#### **E. Argument Regarding “Concurrent and Independent”**

##### **1. Assertion at p. 11, lines 2-3, *et seq.* Regarding Filepp**

The Examiner asserts that a client application “operating independently of an Internet browser and operating concurrently with the Internet browser” is taught by the windowing (paging) system of Filepp.

##### **2. Applicant’s Rebuttal to Examiner’s Assertion at p. 11, lines 2-3, *et seq.***

The cited portions of Filepp merely teach “different application partitions on a screen” , as stated by the Examiner. (Ex. Answer, p. 11, line 6) Moreover, we agree with Filepp that “window page partition 275” are “well known in the art” and may be “open and closed conditionally on page 255 upon the occurrence of an event specified in the application”. (Ex. Answer, p. 11, lines 8-10 citing Filepp, col. 9, lines 309) That multiple windows may each contain different applications on a

computer in no way teaches or suggests a client application “operating independently of an Internet browser and operating concurrently with the Internet browser” and having the other claimed features.

The generalized teaching in Filepp of a windowing environment on a computer does not teach what is specifically claimed. Specifically, nothing in Filepp teaches or suggests the client application “operating independently of an Internet browser and operating concurrently with the Internet browser”.

## **F. Argument Regarding “Persistent Display”**

### **1. Assertion at p. 11, lines 16-19, *et seq.* Regarding Pegoraro, Mandel and Hassett**

The Examiner’s Answer cites to news stories of Pegoraro and Mandel and the Hassett patent “to teach the feature [of] a persistent and fully visible advertising window displaying cyclically targeted advertisements” . (Ex. Answer, p. 11, lines 16-18) Further, the Examiner asserts that “it would have been obvious to a skilled artisan at the time the invention was made to utilize a separate, distinct, on top of other windows and fully visible persistent window to display the advertisement in Angles.” (Ex. Answer, p. 11, lines 21-23)

### **2. Rebuttal to Assertion at p. 11, lines 16-19, *et seq.***

Claim 1 recites “the client application causing a client window to be displayed on the output device, the client window remaining fully visible so long as the online session with the online service provider persists”.

Pegoraro states that “the few inches of your screen that are taken over by an advertising banner.” Pegoraro is silent as to how the advertising banner appears on the screen, just that it does. Similarly, Mandel states that “there is a bar on the top of the screen that serves as a mini-billboard.” Mandel is silent as to how the mini-billboard appears on the screen, just that it does. As to Hassett, this patent teaches that “A portion of the data viewer screen is always occupied by an advertisement image 258.” (Hassett, col. 15, lines 27-30) However, Hassett teaches a persistent ad image and not

a client window “remaining fully visible so long as the online session with the online service provider persists” as recited in claim 1.

The Examiner’s assertion that “it would have been obvious to a skilled artisan at the time the invention was made to utilize a separate, distinct, on top of other windows and fully visible persistent window to display the advertisement in Angles” (Ex. Answer, p. 11, lines 21-23) makes no sense. Angles discloses a browser with customized ads. (Angles, col. 7, lines 53-60 and col. 19, line 17 – col. 20, line 27) The Examiner has asserted that the browser of Angles teaches the client application. (Ex. Answer, p. 9, line 24 – p. 10, line 21) The Examiner then asserts that a persistent ad adjacent to or accompanying the browser windows of Angles is desirable. (Ex. Answer, p. 11, lines 21-23) Thus, the Examiner is asserting that an ad should be separate from the claimed client application. This is in contravention of the claims.

## CONCLUSION AND RELIEF

The claims recites a client application with the following features: “commencing an initial online session with the online service provider to gain access to the Internet”, “displaying a sponsorship label on the client window”, “operating independently of an Internet browser and operating concurrently with the Internet browser”, and “remaining fully visible so long as the online session with the online service provider persists”. The Examiner takes incongruent portions of teachings from three references in an attempt to construct the claimed client application. However, the Examiner used improper hindsight in his attempt to illogically construct the claimed client application.

In view of the foregoing, it is believed that all claims patentably define the subject invention over the prior art of record and are in condition for allowance. The undersigned requests that the Board overturn the rejection of all claims and hold that all of the claims of the above referenced application are allowable.

Respectfully submitted,



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